

As at November 10, 2020 there were 82,660,496 Common Shares issued and outstanding. Accordingly, under the Plan the Company has the authority to grant options to purchase up to a total of 12,399,074 Common Shares. As at the date of this Information Circular, options to purchase an aggregate of 9,681,000, Common Shares are granted and outstanding under the Plan, representing approximately 11.7% of the outstanding Common Shares in the capital of the Company.

See “*Securities Authorized for Issuance under Equity Compensation Plans*” above for further details concerning the Plan.

Employment, Consulting and Management Agreements

As of the date hereof and October 31, 2019 and 2018, the only agreements or compensatory plans or arrangements with any of its NEOs concerning severance payments of cash or equity compensation resulting from the resignation, retirement or any other termination of employment or other agreement with the Company or as a result of a change of control of the Company are with the Chief Executive Officer.

Mr. Moore’s services are provided pursuant to an employment agreement with the Company dated effective August 13, 2020 (the “**Moore Employment Agreement**”). Pursuant to the Moore Employment Agreement, Mr. Moore provides his services as Chief Executive Officer of the Company and the Company pays Mr. Moore a base salary of \$25,000 per month (the “**Base Salary**”) and a quarterly bonus equal to 250,000 Common Shares with the value of such shares being determined by the stock price of the Company on the last day of the fiscal quarter less any allowable deduction to current market rates (collectively the “**Base Remuneration**”). Pursuant to the Moore Employment Agreement, Mr. Moore is also entitled to be paid an annual bonus (the “**Annual Bonus**”), if any, to be determined by the Company’s board of directors. The Annual Bonus shall be based upon the Company and Mr. Moore meeting key criteria each year, as mutually agreed between Mr. Moore and the Company, and the Annual Bonus in each year shall be equal to 100% of the Base Salary and if the Company is profitable, a bonus equal to 3% of the Company’s net profits. The Annual Bonus is payable in cash, Common Shares or combination thereof. Under the Moore Employment Agreement, Mr. Moore is also entitled to be paid a bonus (the “**Capital Raising Bonus**”) if Mr. Moore is responsible for and successful in raising capital for the Company equal to 3% of the number of shares issued as a result of such efforts payable on a monthly basis. The Company also reimburses Mr. Moore for any reasonable travelling, and other direct expenses, office and cell phone expenses incurred by Mr. Moore in connection with his services, including a maximum of \$1,000 per month for health care costs, and a monthly vehicle allowance not to exceed \$1,500 per month, or as applicable, to the cost of leasing a vehicle, or as a \$18,000 annual allowance indexed to increase 10% annually over the term of the agreement, as well as 45 business days of vacation. Moore was also to be issued 10,000,000 shares within 60 days of the executives of the Moore Employment Agreement.

Under the Moore Employment Agreement, if Mr. Moore makes any loans to the Company to cover corporate expenditures, such loans will be subject to an annual interest rate of 15%, which the Company agrees to repay at the time of the loan repayment and Mr. Moore is eligible to receive a loan bonus paid in warrants (the “**Warrant Bonus**”). The Warrant Bonus will be calculated as the total dollar amount of the loan (excluding interest) divided by the current market price of the Company stock at the time of the loan and the exercise price of the warrants in the Warrant Bonus will be at the current market price of the Company stock at the time of the loan. Any warrants issued on loans made to the Company will have a term of five years and are non-transferable. In the event that Mr. Moore’s employment is terminated for any reason, any loans made by Mr. Moore to Company, along with interest on such loans, shall be immediately repayable as of the termination date.

The Moore Employment Agreement has an indefinite term unless terminated earlier in accordance with the terms of the agreement.

Pursuant to the Moore Employment Agreement, Mr. Moore, at any time, may terminate the employment agreement by giving 90 days' written notice to the Company, and all the stock options held by Mr. Moore will vest immediately exercisable within 12 months.

Pursuant to the Moore Employment Agreement, the Company may terminate the agreement, with cause and without notice, and all the stock options held by Mr. Moore will vest immediately exercisable within 12 months (with the Company being required to provide a non-interest bearing loan to purchase such options if Moore elects to do so). Further the Moore Employment Agreement may terminate upon death or disability, in which case all the stock options held by Mr. Moore will vest immediately exercisable within 48 months by Moore or his estate.

Pursuant to the Moore Employment Agreement, the Company may terminate the agreement without cause, by paying Mr. Moore the Base Salary at the rate being paid at the time of termination over twenty-four (24) months from the termination date (the "**Severance Period**"), the Annual Bonus over the Severance Period, payable in shares in two annual installments, and the Capital Raising Bonus over the Severance Period, payable in shares, with the amount of shares to be issued as determined by the current market value at the termination date - the amount of the Capital Raising Bonus over the Severance Period shall be the amount of the Capital Raising Bonus paid over the two years immediately preceding the termination date or, if two years from the effective date have not elapsed at the termination date, the average monthly Capital Raising Bonus multiplied by 24 (the "**Severance**"). Mr. Moore shall also maintain eligible benefits until the earlier of Mr. Moore finding alternative employment and the end of the Severance Period. All the stock options held by Mr. Moore will vest immediately exercisable within 24 months.

Pursuant to the Moore Employment Agreement, where termination notice is delivered by either Mr. Moore or the Company, following a change of control, or there has been a change in nature of business, the Company will pay Mr. Moore the Severance plus a lump sum amount equal to 200% (or 150% in the case of a change in nature of the business occurs) of the Base Salary at the rate being paid at the time of termination and the average of the Annual Bonuses paid to Mr. Moore for the two (2) fiscal years immediately preceding the fiscal year in which the change of control or change in the nature of the business occurs and all the stock options held by Mr. Moore will vest immediately exercisable within three years (or 24 months in the case of a change in the nature of the business). If no Annual Bonuses have been received, the Company will pay to Mr. Moore a lump sum payment in an amount equal to 250% (or 200% in the case of a change in nature of the business occurs) of Mr. Moore's Base Salary in effect for the fiscal year immediately prior to the fiscal year in which the change of control occurs. In addition, if there is a change of control, either during Moore's employment or within 12 months of the Termination Date (except if terminated for cause), a bonus shall be payable to Moore for up to 5% of the gross sale proceeds of the Company, divided by the number of senior executives. Moore is also permitted to take interest free loans to purchase options which have vested.

Pursuant to the Moore Employment Agreement, a change of control shall be deemed to occur if (i) approval by the shareholders of the Company and consummation of a reorganization, merger, consolidation, or sale or other disposition of all or substantially all of the assets of the Company, in each case, with or to a corporation or other person or entity of which persons who were the shareholders of the Company immediately prior to such transaction do not, immediately thereafter, own more than 51% percent of the combined voting power of the outstanding voting securities entitled to vote generally in the election of directors of the reorganized, merged, consolidated or purchasing corporation (or in the case of a non-corporate person or entity, functionally equivalent voting power), or (ii) the Company is deemed or declared to be bankrupt or insolvent by any court, board or tribunal having the power to so do. Pursuant to the Moore Employment Agreement, a change in nature of the business shall be deemed to have occurred on the fifth anniversary of the effective date of the Moore Employment Agreement if Mr. Moore considers that the corporate culture of the Company does not continue to match his and that Mr. Moore has indicated in writing to the Company at least 180 days prior to the fifth anniversary of the effective date of the Moore Employment Agreement that he considers that a change in the nature of the business has occurred.